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3 Hon. Ricardo S. Martinez
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT

9 ANGELA CAMPBELL,
10 Plaintiff,

11 vs.
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PUGET SOUND COLLECTIONS, INC., a
13 Washington Corporation, d/b/a PSC, INC.,
14 Defendant.

No. 3:21-cv-05429-RSM

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

No term within this Stipulated Protective Order makes any specific document discoverable, and the Parties maintain all objections they may have as to particular documents.

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1 2. “CONFIDENTIAL” MATERIAL
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3 “Confidential” material shall include the following documents and tangible things
4 produced or otherwise exchanged:

- 5 A. Confidential information in Puget Sound Collections’ (“PSC’s”) personnel files;
6 B. Confidential or proprietary business information, as contemplated in Fed. R.
7 Civ. P. 26(c)(1)(G), including, but not limited to, company policies and procedures.
8 C. PSC’s records that identify non-parties and their personal information, including
9 non-party debtors;
10 D. Any parties’ financial information, to the extent it is not directly related to any
11 of the parties’ claims and defenses in this matter.

12 3. SCOPE
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14 The protections conferred by this agreement cover not only confidential material (as
15 defined above), but also (1) any information copied or extracted from confidential material; (2)
16 all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony,
17 conversations, or presentations by parties or their counsel that might reveal confidential
18 material. However, the protections conferred by this agreement do not cover information that
19 is in the public domain or becomes part of the public domain through trial or otherwise.

20 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL
21

22 4.1 Basic Principles. A receiving party may use confidential material that is disclosed or
23 produced by another party or by a non-party in connection with this case only for prosecuting,
24 defending, or attempting to settle this litigation. Confidential material may be disclosed only to
25 the categories of persons and under the conditions described in this agreement. Confidential
material must be stored and maintained by a receiving party at a location and in a secure
manner that ensures that access is limited to the persons authorized under this agreement.

1 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
2 by the court or permitted in writing by the designating party, a receiving party may disclose any
3 confidential material only to:

4 (a) the receiving party’s counsel of record in this action, as well as employees of
5 counsel to whom it is reasonably necessary to disclose the information for this litigation;

6 (b) the officers, directors, and employees (including in house counsel) of the receiving
7 party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that
8 a particular document or material produced is for Attorney’s Eyes Only and is so designated;

9 (c) experts and consultants to whom disclosure is reasonably necessary for this litigation
10 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court, court personnel, and court reporters and their staff;

12 (e) copy or imaging services retained by counsel to assist in the duplication of
13 confidential material, provided that counsel for the party retaining the copy or imaging service
14 instructs the service not to disclose any confidential material to third parties and to immediately
15 return all originals and copies of any confidential material;

16 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
17 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
18 A), unless otherwise agreed by the designating party or ordered by the court. Pages of
19 transcribed deposition testimony or exhibits to depositions that reveal confidential material
20 must be separately bound by the court reporter and may not be disclosed to anyone except as
21 permitted under this agreement;

22 (g) the author or recipient of a document containing the information or a custodian or
23 other person who otherwise possessed or knew the information; and,

(h) insurance carriers and their claims representatives, for the purpose of analyzing and valuing the potential claims;

4.3 Filing Confidential Material. Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. Pursuant to Section 6 below, where there is a challenge to the designation of a document as confidential, all parties shall continue to maintain the challenged material as confidential until the court rules on the challenge. The non-designating party must provide notice to the designating party at least 10 days prior to the date on which the party intends to file the challenged material in order to provide the parties sufficient time to seek to resolve any differences, and to permit the designating party sufficient time to file a motion for protective order after the intent to file confidential documents or information has been made known.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or non-party that designates information or items for protection under this agreement must take care to limit any such designation to specific material that qualifies under the appropriate standards. The designating party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify, so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this agreement.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
 2 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
 3 unnecessarily encumber or delay the case development process or to impose unnecessary
 4 expenses and burdens on other parties) expose the designating party to sanctions.

5 If it comes to a designating party's attention that information or items that it designated
 6 for protection do not qualify for protection, the designating party must promptly notify all other
 7 parties that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 9 agreement (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
 10 ordered, disclosure or discovery material that qualifies for protection under this agreement must
 11 be clearly so designated before or when the material is disclosed or produced.

12 (a) Information in documentary form: (e.g., paper or electronic documents and
 13 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
 14 proceedings), the designating party must affix the word "CONFIDENTIAL" to each page that
 15 contains confidential material. If only a portion or portions of the material on a page qualifies
 16 for protection, the producing party also must clearly identify the protected portion(s) (e.g., by
 17 making appropriate markings in the margins).

18 (b) Testimony given in deposition or in other pretrial or trial proceedings: the parties
 19 must identify on the record, during the deposition, hearing, or other proceeding, all protected
 20 testimony, without prejudice to their right to so designate other testimony after reviewing the
 21 transcript. Any party or non-party may, within fifteen days after receiving a deposition
 22 transcript, designate portions of the transcript, or exhibits thereto, as confidential.

23 (c) Other tangible items: the producing party must affix in a prominent place on the
 24 exterior of the container or containers in which the information or item is stored the word
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1 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
 2 protection, the producing party, to the extent practicable, shall identify the protected portion(s).
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4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 5 designate qualified information or items does not, standing alone, waive the designating party’s
 6 right to secure protection under this agreement for such material. Upon timely correction of a
 7 designation, the receiving party must make reasonable efforts to ensure that the material is
 8 treated in accordance with the provisions of this agreement.

9 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

10 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
 11 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
 12 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 13 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
 14 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 15 original designation is disclosed.

16 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
 17 regarding confidential designations without court involvement. Any motion regarding
 18 confidential designations or for a protective order must include a certification, in the motion or
 19 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer
 20 conference with other affected parties in an effort to resolve the dispute without court action.
 21 The certification must list the date, manner, and participants to the conference. A good faith
 22 effort to confer requires a face-to-face meeting or a telephone conference.

23 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
 24 intervention, the designating party may file and serve a motion to retain confidentiality under
 25 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of

1 persuasion in any such motion shall be on the designating party. Frivolous challenges, and
 2 those made for an improper purpose (e.g., to harass or impose unnecessary expenses and
 3 burdens on other parties) may expose the challenging party to sanctions. All parties shall
 4 continue to maintain the material in question as confidential until the court rules on the
 5 challenge.

6 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 7 OTHER LITIGATION

8 If a party is served with a subpoena or a court order issued in other litigation that
 9 compels disclosure of any information or items designated in this action as
 10 “CONFIDENTIAL,” that party must:

11 (a) promptly notify the designating party in writing and include a copy of the subpoena
 12 or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
 14 other litigation that some or all of the material covered by the subpoena or order is subject to
 15 this agreement. Such notification shall include a copy of this agreement; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
 17 designating party whose confidential material may be affected.

18 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

19 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
 20 confidential material to any person or in any circumstance not authorized under this agreement,
 21 the receiving party must immediately (a) notify in writing the designating party of the
 22 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
 23 protected material, (c) inform the person or persons to whom unauthorized disclosures were
 24

1 made of all the terms of this agreement, and (d) request that such person or persons execute the
2 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.
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4 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL

6 When a producing party gives notice to receiving parties that certain inadvertently
7 produced material is subject to a claim of privilege or other protection, the obligations of the
8 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
9 provision is not intended to modify whatever procedure may be established in an e-discovery
10 order or agreement that provides for production without prior privilege review. Parties shall
11 confer on an appropriate non-waiver order under Fed. R. Evid. 502.

12 10. NON TERMINATION AND RETURN OF DOCUMENTS

13 Within 60 days after the termination of this action, including all appeals, each receiving
14 party must return all confidential material to the producing party, including all copies, extracts
15 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of
16 destruction.

17 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
18 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
19 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
work product, even if such materials contain confidential material.

20 The confidentiality obligations imposed by this agreement shall remain in effect until a
21 designating party agrees otherwise in writing or a court orders otherwise.
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
2

3 DATED: _____
4 _____ Attorneys for Plaintiff

5 DATED: _____
6 _____ Attorneys for Defendant
7

8 PURSUANT TO STIPULATION, IT IS SO ORDERED.
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10 DATED this 18th day of October, 2021.
11

12 
13 RICARDO S. MARTINEZ
14 CHIEF UNITED STATES DISTRICT JUDGE
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1 EXHIBIT A
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4 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND
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7 I, _____ [print or type full name], of
8 _____ [print or type full address], declare under penalty of
9 perjury that I have read in its entirety and understand the Stipulated Protective Order that was
10 issued by the United States District Court for the Western District of Washington on October
11 _____, 2021 in the case of Campbell v. Puget Sound Collections, Inc., Cause No. 3:21-cv-
12 05429-RSM. I agree to comply with and to be bound by all the terms of this Stipulated
13 Protective Order and I understand and acknowledge that failure to so comply could expose me
14 to sanctions and punishment in the nature of contempt. I solemnly promise that I will not
15 disclose in any manner any information or item that is subject to this Stipulated Protective
16 Order to any person or entity except in strict compliance with the provisions of this Order.
17

18 I further agree to submit to the jurisdiction of the United States District Court for the
19 Western District of Washington for the purpose of enforcing the terms of this Stipulated
20 Protective Order, even if such enforcement proceedings occur after termination of this action.
21

22 Date: _____
23

24 City and State where signed: _____
25

Printed name: _____

Signature: _____